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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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EXAMINER

VIG, NARESH

ART UNIT

PAPER NUMBER

3629

DATE MAILED: 05/23/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/698,491

Applicant(s)

MENENDEZ ET AL.

Examiner

Naresh Vig

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 26 October 2000.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-73 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-73 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____.
- 4) ☐ Interview Summary (PTO-413) Paper No(s) _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

DETAILED ACTION

Examiner understands that the cited Hertz pages 47 – 61 are dated after the filing date. These pages are cited because it is not possible for the examiner to go back in time to make a reservation on Hertz, and, that the proposal is provided based upon the customer requirements, retrieve customer generated reservations etc.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1 – 9, 11 – 32 and 35 – 73 are rejected under 35 U.S.C. 103(a) as being unpatentable over website of Hertz Corporation (www.Hertz.com) hereinafter known as Hertz in view of website of U-Haul International, Inc. (www.uhaul.com) hereinafter known as U-Haul.

Regarding claim 1, Hertz discloses system and method for completing a rental agreement online over the internet. Hertz allows discloses to allow customers to make, modify or cancel reservations through Hertz Interactive process. Hertz does not disclose

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form for customer to provide information [page 27]. U-Haul discloses system and method for allowing customers to request for reservation online over the internet. U-Haul discloses to provide an online form which is filled by the user. Therefore, it would have been obvious to a person with ordinary skill in the art to present an online form for the user to enter information to determine what the customer is requesting.

Hertz discloses providing a reservation for said item or service based at least in part upon said reservation-related information because Hertz discloses that the customer can modify or cancel a reservation. Hertz discloses to provide reservation confirmation number which is used to retrieve the reservation from Hertz system [page 22].

Hertz discloses creating and displaying a rental proposal based upon said reservation and said rental-related information [pages 45 – 46].

Hertz discloses accepting said rental proposal online and displaying a rental agreement based upon said accepted rental proposal [pages 51 – 52].

Regarding claim 2 Hertz discloses General Rates and Reservations [Page 17].

Regarding claim 3, it is obvious that a customer will manually enter said rental-related information online.

Regarding claim 4, Hertz discloses using some of rental-related information from a master rental agreement, and, allowing modification of said information from the master rental agreement for rental of said item or service without modifying the master rental agreement. Hertz states that "If you're a Hertz #1 Club® or Hertz #1 Gold® member, you can use information (including the credit card number) contained in your rental profile. You can also update your Hertz #1 Gold Profile online" [page 27]. In the case when the master rental agreement is a corporate agreement, Examiner wants to inform the applicant that at the time when examiner was employed at IBM and rented cars during business trips, at the time of picking the car at the airport, Hertz counter representative offered an option to the examiner if I would like add Insurance coverage etc.

Regarding claim 5, Hertz discloses entering at least one of a member identification and a user name to identify said master rental agreement [page 21].

Regarding claim 6, Hertz discloses maintaining a history of rental information for prior rentals by a user, entering information from an identification of a user; and entering at least some of said rental-related information from the history based upon said information from an identification of a user [pages 53 – 59].

Regarding claim 7, Hertz discloses employing a driver's license as said identification [page 9].

Regarding claim 8, Hertz does not disclose entering some of rental-related information from the history. However, Hertz states that "If you're a Hertz #1 Club® or Hertz #1 Gold® member, you can user information (including the credit card number) contained in your rental profile. You can also update you Hertz #1 Gold Profile online" [page 27]. Therefore, it is known that Hertz can enter some of the rental-related information from user's stored information. Also, it is known at the time of invention to a person with ordinary skill in the art that cookies can be used to store user information which can be used to fill transaction forms.

Regarding claim 9, Hertz states that "If you're a Hertz #1 Club® or Hertz #1 Gold® member, you can user information (including the credit card number) contained in your rental profile. You can also update you Hertz #1 Gold Profile online" [page 27]. It is obvious that on the forms that are filled by the system, customers are given the opportunity to override the information. For example, customer may want to use a different credit card for this rental.

Regarding claim 11, it is obvious that Hertz customers are renting a vehicle under a rental agreement.

Regarding claim 12 – 13, Hertz discloses providing time and location information regarding a vehicle rental in said reservation-related information, pick-up location, pick-up date, pick-up time, drop-off date, and drop-off time [page 19].

Regarding claim 14, Hertz discloses providing arrival information in said rental-related information [page 19].

Regarding claim 15, Hertz discloses providing rental rate requests in the reservation-related information [page 17].

Regarding claims 16 – 19, Hertz discloses customer selecting a vehicle for reservation, selecting a capacity of said vehicle in said reservation-related information, luggage capacity and passenger capacity as capacity of said vehicle, and, displaying at

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least one of an image of said vehicle, a class of said vehicle, and a rental price for said vehicle prior to said step of selecting a capacity of said vehicle [pages, 24 – 25, 42].

Regarding claim 20, Hertz discloses providing information regarding a user in rental-related information.

Regarding claim 21, Hertz discloses inquiring telephone number as information regarding a user [page 42]. Also U-Haul discloses inquiring telephone number as information regarding a user [page 5].

Regarding claim 22, Hertz discloses displaying instructions for a user at a rental facility in said rental agreement [page 44].

Regarding claim 23, Hertz discloses employing a plurality of different rental facilities; selecting one of said rental facilities; and providing instructions based upon the selected one of said rental facilities [page 42].

Regarding claim 24, Hertz discloses displaying a rental confirmation in said rental agreement [page 51].

Regarding claim 25, Hertz discloses optional information in said rental-related information [page 42].

Regarding claims 26 – 27, Hertz discloses customer selecting from plurality of rental options in said optional information, and, providing proposal based upon said selected rental options.

Hertz does not disclose what computer it uses. However, it is a business choice to elect what computer to use to implement their system.

Regarding claims 28 – 29, Hertz discloses employing insurance coverage and prepaid fuel in optional information [pages 11 and 34].

Regarding claim 30, Hertz discloses employing extended insurance protection in optional information [page 34].

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Regarding claim 31, Hertz discloses displaying rental pricing information in said rental proposal [page 44].

Regarding claim 32, Hertz discloses displaying rental terms and conditions in said rental proposal [page 44].

Regarding claim 35, Hertz does not discloses having URL in e-mail message to link to a web page. However, it is known at the time of invention to a person with ordinary skill in the art that URLs have been used in emails to take a user to the selected web page to expedite user getting access to the information.

Regarding claim 36, Hertz discloses to allow customers modify said rental agreement.

Regarding claim 37, Hertz discloses to allow customers modify reservation.

Regarding claims 38, 43 and 49, Hertz discloses system and method for completing a rental agreement online over the internet. Hertz allows discloses to allow customers to make, modify or cancel reservations through Hertz Interactive process. Hertz does not disclose form for customer to provide information [page 27]. U-Haul discloses system and method for allowing customers to request for reservation online over the internet. U-Haul discloses to provide an online form which is filled by the user. Therefore, it would have been obvious to a person with ordinary skill in the art to present an online form for the user to enter information to determine what the customer is requesting.

Hertz discloses customer providing information for reservation request which is sent to the Hertz server system, receiving from said server system a rental proposal based upon information provided by the customer, displaying said rental proposal received from server on customer computer display, and, customer accepting said rental proposal online [pages 41 – 52].

Hertz discloses receiving information provided by the customer (client system), providing a reservation information based upon information provided by the customer, generating proposal based upon information provided by the customer, and, sending the proposal to customer [pages 41 – 52].

Regarding claim 39, Hertz discloses to include terms and conditions in the proposal and allows customer to review terms and condition. Customers can review

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terms and condition prior to confirming the rental proposal [page 45], and, it is known at the time of invention to a person with ordinary skill in the art that Hertz rental contract has terms and conditions on them.

Regarding claims 40 – 41, Hertz discloses generating rental agreement and sends the confirmation to the customer [page 51].

Regarding claims 42, it is obvious that customer rents the vehicle from Hertz under a vehicle (cars) rental agreement.

Regarding claim 44, Hertz discloses to display proposal on a browser [page 44].

Regarding claim 45, Hertz discloses to provide proposal which is displayed on customer's web browser.

Regarding claims 46 – 47 an 50 – 52, it is obvious that Hertz that Hertz rents vehicles (cars).

Regarding claim 48, it is obvious that web pages are coded using HTML.

Regarding claims 53 – 55, 64 and 66, Hertz discloses system and method for completing a rental agreement online over the internet. Hertz allows discloses to allow customers to make, modify or cancel reservations through Hertz Interactive process. Hertz does not disclose form for customer to provide information [page 27]. U-Haul discloses system and method for allowing customers to request for reservation online over the internet. U-Haul discloses to provide an online form which is filled by the user. Therefore, it would have been obvious to a person with ordinary skill in the art to present an online form for the user to enter information to determine what the customer is requesting.

Hertz discloses customer providing information for reservation request which is sent to the Hertz server system, receiving from said server system a rental proposal based upon information provided by the customer, displaying said rental proposal received from server on customer computer display, and, customer accepting said rental proposal online [pages 41 – 52].

Hertz discloses receiving information provided by the customer (client system), providing a reservation information based upon information provided by the customer, generating proposal based upon information provided by the customer, and, sending

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the proposal to customer, after the customer has accepted the proposal, Hertz sends the confirmation to customer [pages 41 – 52].

Hertz discloses to allow customers to modify or cancel the reservations. Therefore, it is obvious that Hertz stores the rental information to provide the rental information to customers on demand.

Even though Hertz does not disclose customers to Hertz counter to pick the vehicle, it is obvious that customers go the rental company'

Regarding claims 56 – 57, Hertz disclose to allow customers make reservation online over the internet (a global communication network).

Regarding claim 58, Hertz discloses to employ a web page for displaying said rental proposal.

Regarding claim 59, it is obvious that Hertz rents vehicles, and, employs a web page for communicating with customer for selecting one of said vehicles.

Regarding claim 62, it is obvious that in-order to provide access to customers over the internet businesses elect to use a web server, and, data storage component like a database server.

Regarding claim 63, Hertz does not disclose what computer it uses. However, it is a business choice to elect what computer to use to implement their system.

Regarding claim 65, Hertz does not disclose its network design. Hertz does not disclose what protocol it uses to implement the network. However, it is a business choice to elect a networking protocol to meet business requirements. It is known at the time of invention to a person with ordinary skill in the art that in an internet implementation, business use firewall to protect their system by preventing the unauthorized access from hackers.

Regarding claim 67, Hertz discloses to display rental proposal to the customer, and, discloses allowing customers to accept the proposal [pages 44 – 52].

Regarding claim 68, Hertz discloses renting vehicles as the item.

Regarding claims 69 – 70, Hertz does not disclose going to counter to obtain optional item (e.g. stroller, cell phone etc.). However, it is obvious the vehicle rental companies do not keep optional items in the vehicle to minimize theft of these items.

Regarding claim 71, Hertz does not disclose providing expedited service rental counter and allocating vehicles at rental counter. However, it is known at the time of invention to a person with ordinary skill in the art that at Hertz rental locations there are priority service counters, and, the vehicle are assigned at the rental counter. The method of Claim 66 further comprising:

Regarding claim 72, Hertz does not disclose to display the rental agreement at the rental counter. However, it is known at the time of invention to a person with ordinary skill in the art that Hertz shows rental agreement to the customer, get their initials and signatures, settle payment etc.

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Regarding claim 73, Hertz discloses entering said reservation-related information and said rental related information by employing a global communication network like internet.

Claims 10 and 60 – 61 are rejected under 35 U.S.C. 103(a) as being unpatentable over website of Hertz Corporation (www.Hertz.com) hereinafter known as Hertz in view of website of U-Haul International, Inc. (www.uhaul.com) hereinafter known as U-Haul in further view of an article "Dollar Rent A Car Introduces 'DOLLAR® TRAVEL CENTER' At Key Airport Locations, Customers Obtain Free Travel Information At Interactive Kiosks" printed from www.kioskcom.com hereinafter known as KioskCom.

Regarding claim 10, Hertz does not disclose using kiosk. KioskCom discloses that Dollar Rent A Car introduced "Dollar® Travel Center" and interactive kiosk providing helpful travel information at airports. By touch, customers can make air, hotel and Dollar Rent A Car reservations. Therefore, it is known at the time of invention to a person with ordinary skill in the art to use kiosks to provide system access at plurality of locations for the convenience of the customers.

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Regarding claims 60 – 61, Hertz does not disclose what protocol it uses to implement the network. However, it is a business choice to elect a networking protocol to meet business requirements.

Hertz does not disclose using kiosk. KioskCom discloses that Dollar Rent A Car introduced “Dollar® Travel Center” and interactive kiosk providing helpful travel information at airports. By touch, customers can make air, hotel and Dollar Rent A Car reservations. Therefore, it is known at the time of invention to a person with ordinary skill in the art to use kiosks to provide system access at plurality of locations for the convenience of the customers.

Claims 34 – 35 are rejected under 35 U.S.C. 103(a) as being unpatentable over website of Hertz Corporation (www.Hertz.com) hereinafter known as Hertz in view of website of U-Haul International, Inc. (www.uhaul.com) hereinafter known as U-Haul in further view of Cupps et al. hereinafter known as Cupps.

Regarding claims 33 – 34, Hertz discloses to have means and method to confirm reservations. Hertz does not disclose sending an e-mail message for confirmation. Cupps discloses system and method for online ordering. Cupps discloses notification to the customer can be by an email message, or other communication medium. In addition, Cupps discloses that it is known that emails can be used to place an order [col.

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1, lines 21 – 29]. Therefore, it is known at the time of invention to a person with ordinary skill in the art to notify customer using email to expedite the notification process and save on postage charges [col. 11, lines 20 – 27].

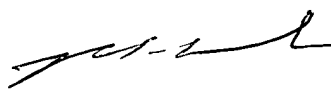
Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is 703.305.3372. The examiner can normally be reached on M-F 7:30 - 5:00 (Alt Friday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 703.308.2702. The fax phone numbers for the organization where this application or proceeding is assigned are 703.305.7687 for regular communications and 703.305.7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703.305.3900.

Naresh Vig
May 13, 2003


JOHN G. WEISS
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600